

EXHIBIT A



1. PURPOSE

Famous Birthdays creates and collects information about celebrities that it provides through its Famous Birthdays Pro subscription service. Passes ("Customer") wishes to subscribe to Famous Birthdays Pro. Accordingly, the parties agree to subscription terms below.

2. FAMOUS BIRTHDAYS PRO SERVICES (the "Services")

- 2.1. **Rising Stars.** Once per week, Famous Birthdays shall provide Customer a Rising Stars list featuring 25 creators profiled on the Famous Birthdays platform. The parameters governing selection of Rising Stars creators shall be left to Famous Birthdays' sole discretion.
- 2.2. **Rank Graph Search.** Famous Birthdays shall provide Customer with 2,500 searches per month of historical rank graphs for creators profiled on the Famous Birthdays platform
- 2.3. **Report Search.** Famous Birthdays shall provide Customer with 100 Report Searches per month with up to 50 records on each report
- 2.4. **API Access.** Famous Birthdays shall provide customer with access to the Famous Birthdays Pro API: Which includes the same data and allotments that are available via the Famous Birthdays Pro dashboard
- 2.5. **Payment amount.** Customer shall pay Famous Birthdays \$5,000 USD per month, to be paid net 30 of receipt of the applicable invoice, for ongoing access. Customer to receive a 10% discount if they elect to convert to an annual agreement.

3. TERM AND TERMINATION

- 3.1. **Term.** This Agreement shall continue until terminated
- 4.2. **Termination for Convenience.** Either party can terminate this Agreement for convenience on three days' written notice.
- 4.3. **Effect of Termination.** Any terms of this Agreement which must reasonably survive termination in order to have full effect shall survive termination.

4. INTELLECTUAL PROPERTY

- 4.1. **License to Famous Birthdays' Intellectual Property.** The data and information made available through the Services (the "Data") are the intellectual property of Famous Birthdays. Famous Birthdays hereby grants Customer a license to make non-public, internal use of the data for Business Purposes of the Customer for the duration of the term of this Agreement. Customer shall not transfer, sell, or publicly display the data. Notwithstanding the forgoing, Customer may use the data in a manner that would otherwise be restricted by this Agreement where such Data is, through no fault of Customer's, unprotectable under applicable law.

- 4.2. **No License to Marks.** Nothing in this Agreement grants either party any license to use the other's trademarks, service marks, or logos.

5. WARRANTIES

- 6.1 **FAMOUS BIRTHDAYS' DISCLAIMER OF WARRANTIES.** All information and services provided under this Agreement are provided "as is": Famous Birthdays disclaims all other warranties, whether express or implied; Famous Birthdays specifically disclaims all implied warranties of merchantability, accuracy, and fitness for a particular purpose.

6. MUTUAL LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall either party be liable for any lost profits or for any indirect, incidental, special, or consequential damages arising out of or related to this Agreement, regardless of whether advised of the possibility of such damages.

7. MUTUAL INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other, including the other's directors, officers, successors and assigns, from and against all liabilities and costs arising out of any claim, suit, proceeding or cause of action against any of them by a third party resulting from (i) the indemnifying Party's negligent or intentionally wrongful acts or omissions, or (ii) any breach of the indemnifying Party's representations and warranties in this Agreement.

8. GENERAL TERMS

- 8.1. **Disputes; Governing Law; Venue.** This Agreement shall be governed by the laws of California, without regard to its conflict of law principles. The courts located in Los Angeles County, California, shall have exclusive jurisdiction over any dispute between the parties concerning this Agreement. The parties agree the venue of these courts is proper and submit to their jurisdiction, waiving any claim that such a proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.
- 8.2. **No Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 8.3. **Entire Agreement.** This Agreement embodies the parties' entire agreement and supersedes and cancels any prior agreement, express or implied, written or oral, with respect to its subject matter.

For Famous Birthdays:



Name: Evan Britton

For Customer:

DocuSigned by:



9DE1BED340CC4D9...

Name: Connor Sweeney

Date:

Date: 2/29/2024